

REMARKS

In the Office Action mailed May 3, 2006, the Examiner noted that claims 1-27 were pending and rejected claims 1-27. Claims 1, 8, 15 and 25-27 have been amended, claim 28 is new, thus, in view of the forgoing claims 1-28 remain pending for reconsideration which is requested. No new matter has been added. The Examiner's rejections are traversed below.

REJECTIONS UNDER 35 U.S.C. § 102

Examiner rejects claims 1, 3, 8, 10, 15, 17 and 25-27 under 35 U.S.C. § 102(e) as being anticipated by Rossides. Rossides is directed to an online system for collecting and selling answers to questions. The system does so by collecting questions to which there is not an answer in the system along with an estimate as to what an individual would pay for the answer to the question. Individuals who pose a question to the system for which there is not an answer are informed based on the estimate and the prior rate that the subject question has been posed, what the probable payout would be for them to research and provide the answer. Thereby giving incentive for an individual asking question to provide the answer to the question. Thereafter in response to the question the system provides an answer and the individual who answered it receives a royalty. The system therefore provides a service, which is the answer to a question. In contrast the system of the claims provides content from multiple services from multiple service providers. (See Fig. 1 of the present application.) A user requests the meaning of a word and is provided with content from three separate dictionary content providers.

Clause 2 of claims 1, 8 and 15 recites variants of:

storing amounts of shared target money to be shared to a plurality of service providers each providing one or more services, the share target money extracted from profits of an agency service provider providing an agency service through which the plurality of service providers provide the services to users and the profits obtained by operating for a predetermined period the agency service for providing the users with the plurality of services provided from the plurality of service providers.

Rossides does not disclose "a plurality of services provided from the plurality of service providers." The claims are directed to a "content providing service for providing contents of information such as dictionaries, books, news etc and economic information." Page 1 lines 12-14 of the disclosure. Rossides provides essentially one service, the answer to a question.

Further, in the Rossides patent, a provider answers a question and receives a royalty for every time the answer is used in response to the question. Once the answer to the question is

provided to the system, the system does not provided multiple answers from multiple users. See Rossides Fig. 1 figure references 16, 19, and 20 and column 13 lines 46-64. User either provides answer or corrects the existing answer. There are no multiple answers to a question provide by multiple service providers. As disclosed and claimed, a user makes a request for the meaning of a word and is provided with a meaning from one of the plurality of dictionary service providers. "Searched result boxes 25A, 25B, 25C of the dictionary contents CT1, CT2, CT3 are displayed as a list of the searched results in the area 25," page 24, lines 7-10 of the disclosure.

Clause 3 of claims 1, 8 and 15 recites variants of:

calculating an amount of shared money allocated to each of the plurality of service providers from the amount of share target money stored in the storage module based upon a frequency of providing the users with each service of each of the plurality of service providers during the predetermined period.

Rossides does not disclose shared target money, it simply pays a royalty to a provider who provided an answer for every time the answer is requested. As Rossides does not provide "a plurality of services provided from the plurality of service providers," it follows that there is no "share target money stored in the storage module," as the money does not need to be divided up between service providers. Likewise, as there are not multiple services, there is no "a frequency of providing the users with each service" of this claim.

Independent claims 1, 8, 15 and 25-27 have been amended. The claims further recite "wherein the plurality of services is provided with the user through a user interface common to the plurality of service providers." The amendment further clarifying and distinguishing the claims from the prior art. Rossides failing to teach or suggest a common user interface. Support for the amendment found at page 13 lines 21-22 of the disclosure.

For the reasons stated above, it is submitted that claims 1, 8, and 15 and the claims that depend therefrom patentably distinguish over Rossides.

Clause 1 claims 3, 10 and 17 recite:

wherein the profits are a total of agency service usage fees during the predetermined period that are collected from the users on the basis of one single contract.

Dependent claims 3, 10, and 17 do not disclose "... usage fees ... collected from users on the basis if one single contract." The present application discloses "establishes a package contract for providing a plurality of contents with one or more users." Page 9, lines 21-22 of the disclosure. Rossides column 234, lines 31-32 recites "however, registering charges and then

billing for them can be a large cost." While registering charges and then billing infers a contract, it does not disclose "one single contract." The "one single contract" for a plurality of services provided from the plurality of service providers. For the reasons stated above, it is submitted that claims 3, 10, and 17 patentably distinguish over Rossides.

In claim 25-27 the Examiner states that the limitation of "an agency service for an agency service provider to provide a user with a requested service from among one or more services provided by a plurality of service providers that provide the one or more services via the agency service provider." As argued above, Rossides does not disclose a plurality of services provided from the plurality of service providers.

REJECTIONS UNDER 35 U.S.C. § 103

Examiner rejects claims 2, 4, 6-7, 9, 11, 13-14, 16, 18 and 20-24 under 35 U.S.C. § 103(a) as being obvious over Rossides, U.S. Patent No. 6,131,085. As stated in the traversal of the 102(b) rejection the independent claims are distinguishable over the reference, and therefore, taken alone or in combination with the secondary reference do not disclose, teach or suggest the limitations of the claims dependent therefrom.

Further, Examiner recites claims 2, 9 and 16 wherein, it is claimed that "calculating a frequency of providing each service by dividing a counted providing count of each service by a total sum of the service providing counts and calculating the amount of shared money allocated to each service by multiplying each of the calculated frequencies by the amount of share target money." Examiner states that Rossides does not disclose the use of the quotient the result of dividing "a counted providing count of each service by a total sum of the service providing counts," but that it would be obvious because Rossides column 12, line 36 states that "a pay off formula can be infinitely variable." As Rossides does not provide multiple services, only a single service of answers to questions, there is no need for the quotient of the claims and therefore no suggestion to modify the formula.

Examiner rejects claims 5, 12, and 19 under 35 U.S.C. § 103(a) as being obvious over Rossides in view of Eisdorfer. The system of Eisdorfer is to an electronic postage stamp for email. There is no suggestion that a system that determines payment by the receipt of email, should be combined with a system of the current claims. It is respectfully submitted that the references taken alone or in combination do not disclose, teach or suggest the limitations of the claims.

NEW CLAIM

Claim 28 is new. Support for claim 28 is found in claims 1 and 8. Rossides and Eisdorfer do not teach or suggest the elements of new claim 28.

SUMMARY

It is submitted that the claims satisfy the requirements of 35 U.S.C. §§ 102-103. It is also submitted that claims 1-28 continue to be allowable. It is further submitted that the claims are not taught, disclosed or suggested by the prior art. The claims are therefore in a condition suitable for allowance. An early Notice of Allowance is requested.

If any further fees, other than and except for the issue fee, are necessary with respect to this paper, the U.S.P.T.O. is requested to obtain the same from deposit account number 19-3935.

Respectfully submitted,

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